

Albany Housing Authority

Attachment 4

Eligible Applicants Documentation

'AlbanyGAAtt4EligibleApp.pdf'

NOT APPLICABLE

Albany Housing Authority

Attachment 5

Binding Contract with Planning Coordinator for Planning Grants

'AlbanyGAAtt5BindingCont.pdf'

AGREEMENT FOR PLANNING CONSULTANT SERVICES

This AGREEMENT entered into the October 20, 2010, between

**Albany Housing Authority
521 Pine Ave
Albany, GA 31701-2401**

hereinafter referred to as "Authority"

and

**Boulevard Group, Inc.
484 Boulevard SE
Atlanta, GA 30312**

hereinafter referred to as "Consultant"

for

**PLANNING CONSULTANT FOR THE CHOICE NEIGHBORHOODS
PLANNING GRANT**

hereinafter referred to as the "Project".

Boulevard Group, Inc. has been selected by the Albany Housing Authority pursuant to a Proposal in response to the "Request for Qualifications for Services for the Choice Neighborhoods Planning Grant", to act as the Authority's Planning Consultant for the Choice Neighborhoods Planning Grant.

The parties agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 Consultant shall provide certain consulting services as described in Exhibit "A", attached hereto and made a part hereof.
- 1.2 Consultant will perform all services at the direction of authorized staff of the Authority, including Dan McCarthy, Executive Director.

2.0 COMPENSATION

- 2.1 For satisfactory performance of the services contained in this Agreement, Authority agrees to compensate Consultant on a time-spent basis in accordance with the hourly rates as specified in the spreadsheet that comprises Exhibit B, Fee Proposal, attached hereto and made a part hereof. The total compensation to the Consultant will not exceed \$240,000 for fees and reimbursable items for this specific scope of work.
- 2.2 Failure to obtain prior written authorization for any additional Task Order will render any services performed under these additional Task Orders by the Consultant ineligible for compensation by the Authority.

- 2.3 Expenses for travel, lodging, reproduction, courier and telephone charges will be reimbursed by the Authority to the Consultant at direct cost. The cost of meals and incidental expenses of Consultant's staff on travel will be billed as a per diem at the applicable federal per diem rate. Consultant will make every effort to obtain the most reasonable cost for such expenses.

3.0 PAYMENTS

- 3.1 Consultant shall prepare and submit monthly invoices of the Consultant's and all other Sub-consultant's work for the previous month, in a form acceptable to the Authority, including an itemization of hours spent by personnel and of associated reimbursable expenses.
- 3.2 Payment of Consultant invoices shall be made within thirty (30) calendar days of the submission of the invoice.

4.0 SCHEDULE

- 4.1 Consultant shall perform all the services of this Agreement in a timely manner so as not to cause any delays in the progress of the work, in accordance with the approved project schedule.
- 4.2 Consultant will not be held responsible for delays caused by others or due to circumstances beyond the control of the Consultant.

5.0 TERMINATION

- 5.1 Either party may, without cause, terminate this Agreement at any time upon providing the other party with thirty (30) days written notice. In the event of such termination, Owner shall pay Consultant for all services satisfactorily performed up to the date of termination. Owner is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.
- 5.2 Owner may terminate this Agreement for cause at any time if, in the opinion of Owner, the Consultant's performance of any of the services of this Agreement is unsatisfactory. In this event, Owner will provide written notification of termination to the Consultant and, at the option of Owner, permit the Consultant, within ten (10) days from the date of such notice, to rectify the unsatisfactory performance. If Owner does not allow this option or, if after allowing this option, the Consultant has not rectified the unsatisfactory performance, this Agreement shall be deemed terminated. Upon such termination, Owner will pay for all portions of the Consultant's work deemed satisfactory up to the date of the notice to terminate, minus all costs or expenses that Owner might incur in completing the services of the Consultant or are in any other way attributable to Consultant's default. Consultant

shall not be entitled to any other payment. Owner is entitled to use all the work and products performed by the Consultant to the date of termination for completion of the Project.

6.0 RULES AND REGULATIONS

- 6.1 Consultant shall comply with all applicable laws, ordinances, and codes of the Federal Government, the State of Georgia, and local governments having jurisdiction.

7.0 USE AND OWNERSHIP OF DOCUMENTS

- 7.1 Original work, such as reports, drawings, specifications and other documents, produced by the Consultant pursuant to this Agreement shall remain the property of the Consultant, however, the Consultant may not use the work for any purpose not relating to the Project without the consent of Authority. Upon completion of the services of this Agreement, or earlier termination in accordance with Section 5.0, the Consultant shall furnish Authority with one complete set of reproducible record prints and computer files, if requested. All such reproducible record prints and computer files shall be the property of Authority who may use them without the Consultant's permission for any proper purpose relating to the Project, including, but not limited to, any future work or completion of the Project.

8.0 EXTENT OF AGREEMENT

- 8.1 This Agreement represents the entire and integrated Agreement for the services contained herein for the Project between Authority and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 8.2 This Agreement may be amended only by written instrument signed by both Authority and the Consultant.
- 8.3 If any part or parts of this Agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.

9.0 SUCCESSORS AND ASSIGNS

Authority and the Consultant each binds itself, its successors, legal representatives, agents, and assigns to each other to this Agreement. Neither Authority nor the Consultant shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

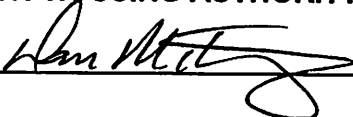
10.0 INDEMNITY

Consultant hereby indemnifies and holds Authority, its officers, directors, agents and employees harmless from and against any and all damages, claims costs or expenses

arising from or related to Consultant's or Consultant's employees or agents (to include but not be limited to those Additional Team Members described in the September 17, 2010 "Response to Request for Qualifications for Services for the Choice Neighborhoods Planning Grant" attached hereto as Exhibit "A") performance of the services contemplated herein. Likewise, the Authority hereby indemnifies and holds Consultant harmless from and against any and all damages, claims costs or expenses in connection with this contract arising from or related to any negligent act or omission by any employee, agent, or other contractor of the Authority. The provisions of this section 10.0 shall survive the expiration or earlier termination of this Agreement.

This Agreement entered into as of the day and year first written above.

ALBANY HOUSING AUTHORITY

By: 

Title: Executive Director

BOULEVARD GROUP, INC.

By: 


Title: Sr. Vice President

WITNESS



Executive Secretary/Accountant

WITNESS



Operations Manager

EXHIBIT A

SCOPE OF SERVICES

The Consultant will serve as the Authority's Planning Consultant for the McIntosh/West Central Albany neighborhood Transformation Plan as stipulated and described in the Authority's Choice Neighborhood Initiative Planning Grant Application to HUD.

The Term of this Agreement is from the effective date of October 20, 2010 until the completion of the Choice Neighborhood Initiative Planning Grant that is no later than 24 months after HUD's award of the grant.

EXHIBIT B

2010 Fee Proposal

Not to exceed \$240,000 for this specific scope of work for satisfactory performance of the services contained in this Agreement, Authority agrees to compensate Consultant on a time-spent basis in accordance with the hourly rates as specified in the spreadsheet that comprises Exhibit B, Fee Proposal, attached hereto and made a part hereof.

Exhibit B

| Position/Discipline | Name | Hourly Rate |
|--|------|-------------|
| | | |
| Development/Program Mgt - Boulevard Group, Inc. | | |
| Principal - In Charge | | \$225 |
| Principal - Operations | | \$175 |
| Principal - Proj Controls | | \$155 |
| Senior Project Manager | | \$125 |
| Project Manager | | \$115 |
| Grant Writer | | \$150 |
| CSS Consultant | | \$150 |
| Administrative Support | | \$65 |
| | | |
| Master Planning - Wallace + Perdomo | | |
| Principal - Design/Planning | | \$175 |
| Principal | | \$145 |
| Planner/Architect | | \$125 |
| Design Staff | | \$100 |
| Support Staff | | \$65 |
| Financial Advisor - Duvernay + Brooks | | |
| Partner | | \$225 |
| Managing Director | | \$185 |
| Director | | \$175 |
| | | |
| Market Analysis - Robert Charles Lesser & Co. | | |
| Principal | | \$200 |

Albany Housing Authority

Attachment 6

Eligible Neighborhoods Documentation: Eligible Neighborhoods Data

'AlbanyGAAtt6ENDEligNeighData.pdf'

Applicant Provided Information

Name of Lead Applicant: Housing Authority of the City of Albany, GA

Address of Lead Applicant: P. O. Box 485 Albany Georgia 31702

Email of Lead Applicant: mccarthy@albanyhousingauthority.com

Name of Target Geography: McIntosh VI

Name(s) of target Development(s)

Public Housing

Development-1: McIntosh Homes

Development-2:

Development-3:

Multifamily Assisted

Development-1:

Development-2:

Development-3:

HUD Calculated InformationEstimated number of All Housing Units in
Neighborhood (Census 2000): 688

Persons in Poverty Rate (Census 2000): 47.37

Extremely Low-Income Household Rate (2000): 48.56

Maximum of Persons in Poverty Rate or Extremely
Low-Income Household Rate (Census 2000,
estimated): 48.56**Residential Housing Units Vacant 90 or More Days (USPS March 2010, estimated)**

Neighborhood Rate: 11.82

County Rate: 5.21

Is Neighborhood County non-Metropolitan (OMB,
2008)? No**Shortage Rate of Units Affordable to VLI Renter Households (ACS 2005-2007 or 2000)**

County Rate: 1.49

National Rate: 1.52

County Rate Greater than National Rate? No

Census Blocks Included in Target Neighborhood: 130950008001015, 130950008001016,
130950008001017, 130950008001018,
130950008001019, 130950008001020,
130950008001021, 130950008001022,
130950008001029, 130950008001030,
130950008001031, 130950008002005,
130950008002006, 130950008003000,
130950008003001, 130950008003002,
130950008003003, 130950008003004,
130950008003005, 130950008003006,
130950008003007, 130950009001014,
130950012001002, 130950013001007,
130950013001008,

 WEDNESDAY, OCTOBER 06, 2010

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CHOICE NEIGHBORHOODS

HUD's Choice Neighborhoods initiative will transform distressed neighborhoods and public and assisted housing into viable and sustainable mixed-income neighborhoods by linking housing improvements with appropriate services, schools, public assets, transportation, and access to jobs. This tool assists Choice Neighborhoods applicants to prepare data to submit with their application by allowing applicants to draw the exact location of their target neighborhood. The tool will then calculate the number of housing units, the average poverty rate, and the vacancy rate of the area drawn and send an email within 24 hours.

ALBANY GA

Go

Select a State

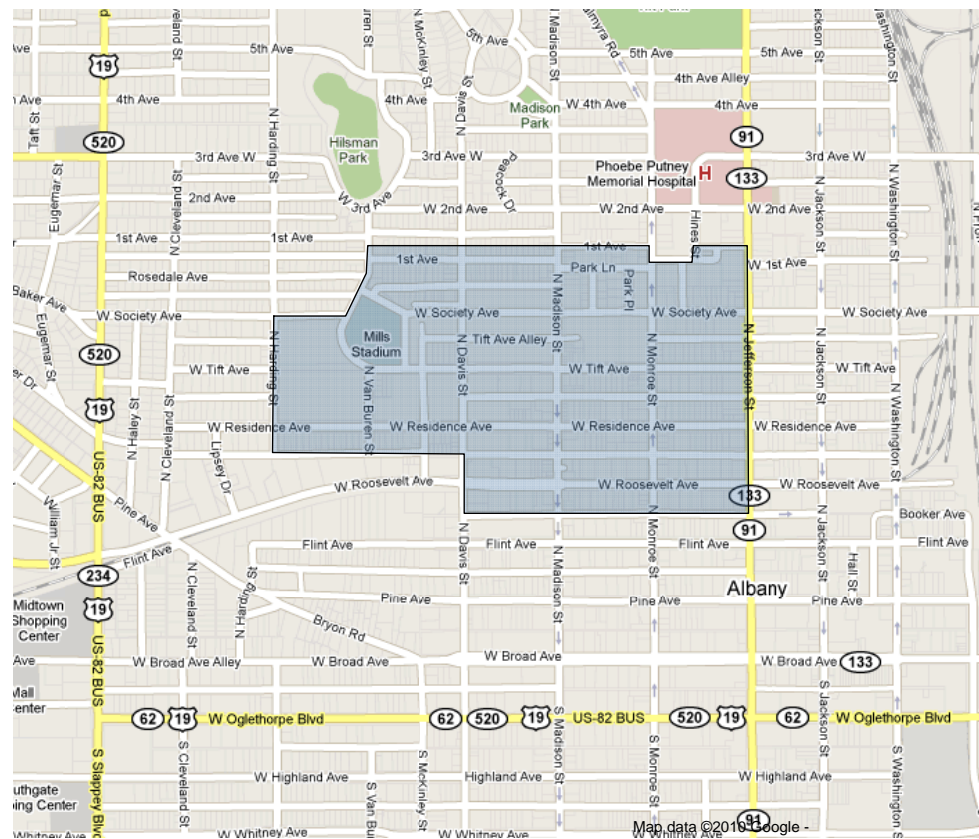
Select a County

Go

Map Options : [Clear](#) | [Reset](#)Click Mode: [Zoom](#) | [Info](#)Choice Neighborhood Legend (%): ■ Tract Outline[LOG OUT](#)

Choice Neighborhood Options

15 Current Zoom Level

☐ Show Tracts Outline (Zoom 11+)[DRAW](#)[FINISH](#)[VIEW DATA](#)[VIEW PROJECTS](#)[INSTRUCTIONS](#)

Albany Housing Authority

Attachment 7

Eligible Neighborhoods Documentation: Substandard Housing Documentation

'AlbanyGAAtt7ENDSubHousingDoc.pdf'

NOT APPLICABLE

Albany Housing Authority

Attachment 8

Eligible Neighborhoods Documentation: Severe Distress of Targeted Project Certification

'AlbanyGAAtt8ENDSDistTargPCrt.pdf'

CHOICE NEIGHBORHOODS – CERTIFICATION OF SEVERE PHYSICAL DISTRESS

I hereby certify that:

1. I am a licensed engineer ☐ architect ☒ (check one).
2. I am not an employee of the Lead Applicant, Co-Applicant (if any), Principal Team Member (if any), or unit of local government in which the housing project identified below is located.
3. The public housing development listed below meets (in the manner described in either subparagraph A or B below) the following definition of severe physical distress:

Requires major redesign, reconstruction or redevelopment, or partial or total demolition, to correct serious deficiencies in the original (including inappropriately high population density), deferred maintenance, physical deterioration or obsolescence of major systems, and other deficiencies in the physical plant of the project

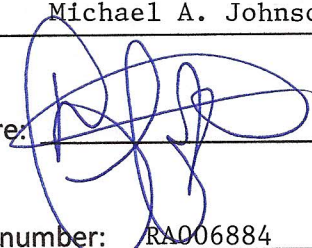
Check one:

A. ☒ The development currently meets the above definition of severe physical distress;

Or

B. ☐ The development has been legally demolished and HUD has not yet provided replacement housing assistance, other than tenant-based assistance, for the demolished units. However, the development satisfied the definition of severe physical distress (as defined above) as of the day the demolition was approved by HUD.

Name: Michael A. Johnson, AIA

Signature:  Date: 10/07/10

License number: RA006884 State of Registration: Georgia

Lead Applicant: Albany Housing Authority, Albany, Georgia

Name of Targeted Public and/or Assisted Housing Site(s):

McIntosh Homes, Albany, Georgia

Warning: HUD will prosecute false claims and statements. Conviction may result in the imposition of criminal and civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

SRJ Architects Inc.

October 7, 2010

Mackey R. Saunders, AIA



Michael A. Johnson, AIA



David L. Guerra, AIA



Sonya D. Spalinger, AIA



Bruce W. Richards, AIA



Rodney B. Varnadoe
Associate



p 229-436-9877

f 229-438-0370

Mr. Dan McCarthy
Executive Director
Albany Housing Authority
P.O. Box 485, 521 Pine Avenue
Albany, Georgia 31702

Dear Mr. McCarthy:

Please find enclosed an "Estimated Cost of Rehabilitation" along with the completed "Certification of Severe Physical Distress" for the McIntosh Homes public housing development in Albany, Georgia. This letter also is intended to summarize many of our findings regarding this Development.

Deficiencies in Structural Elements, Building Systems, or On-Site Infrastructure

See attached "Estimated Cost of Rehabilitation" for a more detailed list of specific items identified through a Needs Assessment of this development.

Structural Elements:

There are numerous cracks and gaps in the interior and exterior masonry walls, foundations, and porch slabs resulting from settlement and deterioration of these units that are over 60 years of age.

Building Systems:

The electrical systems were last updated in the 1980's and are not sufficient to meet current codes, including those requirements for GFCI protection, arc-fault protection, carbon monoxide detection, and smoke detection. The electrical system is also insufficient to handle the common requirements for today's Residents that include air conditioning, dryers, and multiple personal electronic devices. The dwelling units do not have central heating and air conditioning despite the extreme heat and humidity that is normal in the hot Southern Summers.

On-Site Infrastructure:

The property was constructed at a time when most residents did not have a personal car. As a result, there is only minimal off street parking and little opportunity to add parking without selective demolition or major changes in the site landscape and configuration. The crowded rear sides of the buildings contributes to a 'hornets nest' of utility entrances and limits the ability to make the rear areas useable by the Residents. Mature oak trees and the related root systems greatly impact the walkways, threaten the building foundations, contribute to what is becoming severe erosion, and threaten the roofs and the Residents' personal property. Some areas have poor or damaged storm drainage that can not be corrected without significant cost to meet local storm drainage engineering requirements.

Overhead electrical systems, including the "hornet's nest" referred to above, create a project-like appearance and are potential hazards due to the large trees and the overhead transformers.

Design Deficiencies:

See attached "Estimated Cost of Rehabilitation" for a more detailed list of specific items identified through a Needs Assessment of this development.

Substantially inappropriate building design or site layout when compared to the surrounding neighborhood which may include inappropriately high density.

Most of the surrounding neighborhood, with the exception of our other adjacent public housing developments, includes single-family construction. Most of the adjacent non-public housing units are on lots that are 210 feet deep. McIntosh Homes' density is approximately 13 to 15 dwelling units per acre which is a significantly higher density than the surrounding residential neighborhood. McIntosh Homes provides only limited off-street parking for Residents as noted above.

1108 Maryland Drive ■ Albany, Georgia 31707

Mr. Dan McCarthy
Albany Housing Authority
October 7, 2010
Page Two

Inadequate room size and or unit configurations to meet the needs of existing residents:

The dwelling unit sizes are 680 sf, 864 sf, 972 sf, and 1134 sf for the 1, 2, 3, & 4 Bedroom units respectively. Additionally, all units have only one Bathroom, and the Kitchens are small and separated from the Living Room by a wall and doorway creating a very small living space which is typically reduced by stairs leading to the second floor.

Lack of defensible space related to building layout and orientation:

With alleys running to the rear of many units within 10 to 15 feet, the rear areas are easily accessible by criminal elements and do not provide any defensible space. The buildings' layout and height provide ideal areas for criminals, drug dealers, and stalkers to lurk at all hours of the day.

Several of the large trees on site equally provide concealed areas for such activities as well.

Clotheslines are located in these areas and are easy targets for simple theft of personal clothing.

Residents regularly complain of lack of security for their cars and other personal items. The front areas of the buildings are mostly common areas with little space that can be identified to a specific dwelling unit and are readily accessible from public streets and public sidewalks. The front porches are continuous from end to end and do not lend themselves to any privacy or defensible space. Pedestrians, which typically includes a large number of non-Residents, can move easily between buildings and from the front to the rear in an among the dwelling units, personal vehicles, and other personal property.

Inaccessibility for persons with disabilities with regard to individual units, entrance ways, and common areas:

Even though 5% of the units were modified to provide physically accessible units, the modification only provided an accessible entrance from the rear by way of a ramp.

The entrances from the front still require the use of steps. All front porches and rear entrances, except for the 5% so modified, are not accessible or visitable thereby restricting accessibility and visitability to only the 5% modified units. A person using a wheelchair could not enter any other dwelling unit in the development or access anyone's front porch without substantial and unreasonable assistance.

Sincerely,

SRJ Architects Inc.

Michael A. Johnson, AIA
Senior Vice President

MJ:jk

Enclosures

Albany Housing Authority, McIntosh Homes, Albany, Georgia
ESTIMATED COST OF REHABILITATION

10/06/10

Date of original construction: 1952
 1 BR Units 24
 2 BR Units 53
 3 BR Units 40
 4 BR Units 8
Total No. of Units 125
 No. of Buildings 37

| | <u>Quantity</u> | <u>Unit of Measure</u> | <u>Cost per Unit</u> | <u>Total Cost per Item</u> | |
|--|-----------------|------------------------|----------------------|----------------------------|--------------|
| <u>Site Improvements</u> | | | | | |
| Asphalt or concrete drives and parking | 250 | EA | \$500 | \$125,000 | |
| Water system | 0 | EA | \$900 | \$0 | |
| Sanitary sewer system | 0 | EA | \$2,200 | \$0 | |
| Gas system | 125 | EA | \$1,100 | \$137,500 | |
| Storm drainage system repairs and improvements | 1 | LS | \$85,000 | \$85,000 | |
| Underground electrical, CATV & phone | 125 | EA | \$2,500 | \$312,500 | |
| Reconstruct dumpster areas | 1 | LS | \$70,000 | \$70,000 | |
| Reconstruct mailbox areas | 3 | LS | \$35,000 | \$105,000 | |
| Fill, sod and erosion control | 1 | LS | \$350,000 | \$350,000 | |
| Removal of tree roots, fill & sod | 1 | LS | \$15,000 | \$15,000 | |
| Concrete walk replacement (for safety) | 1 | LS | \$95,000 | \$95,000 | |
| Remove clotheslines, fill & sod | 1 | LS | \$25,000 | \$25,000 | |
| Prune trees away from buildings | 1 | LS | \$6,000 | \$6,000 | |
| Replace site lighting with vandal-proof fixtures | 1 | LS | \$120,000 | \$120,000 | |
| Install security camera system | 1 | LS | \$175,000 | \$175,000 | |
| Irrigation system | 1 | LS | \$125,000 | \$125,000 | |
| Site work for first floor visitability | 1 | LS | \$400,000 | \$400,000 | |
| Development signage | 1 | LS | \$6,000 | \$6,000 | |
| Accessible playground equipment | 1 | LS | \$110,000 | \$110,000 | |
| Additional sidewalks | 1 | LS | \$150,000 | \$150,000 | |
| Landscaping | 125 | EA | \$850 | \$106,250 | |
| Fencing | 4500 | LF | \$45 | \$202,500 | |
| | | | SUBTOTAL | | \$2,720,750 |
| <u>Building Exteriors</u> | | | | | |
| Foundation | 10000 | LF | \$12 | \$120,000 | |
| Slab | 15000 | SF | \$10 | \$150,000 | |
| Roofs (within 8 to 10 years) | 125 | EA | \$2,750 | \$343,750 | |
| Painting & repairs | 125 | EA | \$1,100 | \$137,500 | |
| Doors, frames & hardware | 125 | EA | \$2,100 | \$262,500 | |
| Security screen doors | 125 | EA | \$750 | \$93,750 | |
| Windows & security screens | 125 | EA | \$4,750 | \$593,750 | |
| | | | SUBTOTAL | | \$1,701,250 |
| <u>Unit Interiors</u> | | | | | |
| Abatement | 125 | EA | \$2,500 | \$312,500 | |
| Termite treatment | 125 | EA | \$500 | \$62,500 | |
| Painting & repairs | 125 | EA | \$1,250 | \$156,250 | |
| Doors, frames & hardware | 125 | EA | \$2,200 | \$275,000 | |
| Insulation | 125 | EA | \$650 | \$81,250 | |
| Tub surround and ceramic tile flooring | 125 | EA | \$1,450 | \$181,250 | |
| Rangehood - vented | 125 | EA | \$350 | \$43,750 | |
| Kitchen modifications | 125 | EA | \$7,000 | \$875,000 | |
| Toilet accessories | 125 | EA | \$450 | \$56,250 | |
| Plumbing & fixtures | 125 | EA | \$4,000 | \$500,000 | |
| HVAC | 125 | EA | \$8,500 | \$1,062,500 | |
| Electrical & fixtures | 125 | EA | \$4,300 | \$537,500 | |
| Water heater and expansion tanks | 125 | EA | \$750 | \$93,750 | |
| Energy-efficient appliances | 125 | EA | \$1,100 | \$137,500 | |
| | | | SUBTOTAL | | \$4,375,000 |
| SUBTOTAL | | | | | \$8,797,000 |
| Contractor's Overhead | 10% | | | | \$879,700 |
| Contractor's Profit | 10% | | | | \$967,670 |
| Bonds & Insurance | 2% | | | | \$212,887 |
| SUBTOTAL | | | | | \$10,857,257 |
| Contingency | 10% | | | | \$1,085,726 |
| TOTAL CONSTRUCTION COST | | | | | \$11,942,983 |
| A&E Fees, surveys, and related costs | | | | | \$1,065,154 |
| TOTAL PROJECT COST | | | | | \$13,008,137 |